

Hearing Date and Time: January 14, 2009 at 10:00 a.m.
Objection Deadline: January 9, 2009 at 4:00 p.m.

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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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|--------------------------------|---|-------------------------|
| -----X |) | |
| |) | Chapter 11 |
| In re: |) | |
| |) | Case No. 08-13555 (JMP) |
| LEHMAN BROTHERS HOLDINGS INC., |) | |
| et al., |) | (Jointly Administered) |
| |) | |
| Debtors. |) | |
| |) | |
| -----X |) | |

**DECLARATION OF JASON WONG IN SUPPORT OF
JARDEN CORPORATION'S MOTION FOR AN ORDER PURSUANT TO
BANKRUPTCY CODE SECTIONS 105, 363, 365 AND 1107 AUTHORIZING AND
COMPELLING LEHMAN COMMERCIAL PAPER INC. TO RESIGN AS
ADMINISTRATIVE AGENT AND SWING LINE LENDER, TO COMPEL
IMMEDIATE ASSUMPTION OR REJECTION OF CREDIT AGREEMENT AND
GRANTING RELATED RELIEF**

I, Jason Wong, hereby declare:

1. I, Jason Wong, am the Vice President, Treasury, of Jarden Corporation ("Jarden").
2. I make this declaration in support of Jarden's Motion for an Order compelling Lehman Commercial Paper Inc. ("LCPI") to resign as Administrative Agent and Swing Line Lender under the Credit Agreement and requiring immediate assumption or rejection of the Credit Agreement by LCPI.

3. I make this declaration based on my own personal knowledge of the relevant facts and my review of the relevant business records.

4. When I use capitalized terms in this declaration, the meaning of those terms are as defined in the Motion, except as otherwise defined in this declaration.

5. On December 4, 2008 at approximately 1:50 P.M. (New York time), I forwarded, in my capacity as Vice President, Treasury, of Jarden, a Swing Line Loan Notice to LCPI. A copy the Swing Line Loan Notice is annexed to the Motion as Exhibit B.

6. On December 4, 2008 I received an e-mail from Maritza Ospina, Vice President of Lehman Brothers Holdings Inc. (acting in her capacity for LCPI) in which she advised that LCPI “will not be funding the request.” A copy of the e-mail is annexed to the Motion as Exhibit C.

7. As of the date of this declaration, Jarden has not received any funds from LCPI pursuant to such Swing Line Loan Notice.

8. LCPI’s inability to meet its obligations as Swing Line Lender has a significant detrimental impact on Jarden’s worldwide operations. The availability of Swing Line Loans is critical to Jarden's ability to effectively manage its daily cash position. Since the beginning of 2008 alone, Jarden has requested and obtained Swing Line Loans on five separate occasions. Swing Line Loans can be requested up to 2:30 P.M. (New York time) and such funds must be wired to Jarden’s concentration bank accounts by 5:00 P.M. (New York time). This provides Jarden with the necessary flexibility to manage its cash positions that is not provided by the Revolving Line alone (the cutoff request time of which is Noon (New York time), and can therefore prevent

daily overdrafts in its concentration bank accounts. As a global company with extensive and varied businesses and ever-changing financial needs, Jarden could suffer irreparable consequences as a result of LCPI's breach of the Credit Agreement. Without assurance that it has access to Swing Line Loans, as needed, and as agreed upon in the Credit Agreement, undue and significant burdens are being placed on Jarden to operate its business in the normal course.

9. I have contacted other Lenders under the Credit Agreement, and have requested that they replace LCPI as the Swing Line Lender. However, none of the Lenders with whom I have negotiated on Jarden's behalf will agree to be a Replacement Swing Line Lender unless they may also serve as the Replacement Administrative Agent.

10. Jarden has been actively engaged in negotiations with one of the Lenders to become the Replacement Administrative Agent and Replacement Swing Line Lender, but those negotiations are at a standstill since LCPI has refused to resign as Administrative Agent.

11. I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Executed at Rye, New York on December 9, 2008.

/s/ Jason Wong
Jason Wong